

**A G R E E M E N T**

**between**

**WEST VALLEY ENVIRONMENTAL SERVICES LLC**

**and**

**INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS**

**LODGE 2401**

**2008 -2011**

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**ARTICLE 1**  
**AGREEMENT**

**SECTION 1 AGREEMENT**

This Agreement, entered into as of the 1st day of **August 2008** between WEST VALLEY ENVIRONMENTAL SERVICES LLC (WVES) West Valley, New York (hereinafter referred to as the "Company"), and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS (IAMAW), District 65, for and in behalf of, Local Lodge 2401 (hereinafter referred to as the "Union").

**SECTION 2- WAIVER OF BREACH OF AGREEMENT**

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions hereto.

**SECTION 3 - AMENDMENT TO AGREEMENT**

This Agreement can only be amended or added to upon the written consent of both parties hereto.

**SECTION 4 - VALIDITY**

The provisions of this Agreement are deemed to be separable to the extent that if and when a court of last resort adjudges any provisions of this Agreement in its application between the Union and the undersigned Employer to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect, provided further that in the event any provisions are so declared to be in conflict with law, both parties shall meet within thirty (30) days for the purpose of renegotiation and agreement on provision or provisions so invalidated.

It is understood and agreed that the Company's operations involved herein are subject to its contract with the Department of Energy and the orders and directives of said Department, and it is agreed that should any orders or directives of DOE conflict with any of the provisions of this Working Agreement such orders or directives shall prevail hereover, but Company and Union shall meet within thirty (30) days to negotiate a mutually satisfactory substitute for the contract clause or practice involved and if unable to reach agreement within the thirty (30) day period, the issue shall be submitted to an impartial arbitrator in accordance with the arbitration procedure in this collective bargaining agreement. The decision of the arbitrator shall be final and binding on both parties.

## **ARTICLE 2**

### **RECOGNITION**

The Company recognizes the Union as the sole and exclusive bargaining agency for the purpose of bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for all production (ie. job classifications of decontamination & decommissioning/waste operations, and plant systems operations) and maintenance employees employed by WVES at the Company's West Valley, New York, plant; excluding all office clerical employees, technical and professional employees, guards and supervisors as defined in the Act, pursuant to certification by the National Labor Relations Board dated August 4, 1969, at Buffalo, New York.

## **ARTICLE 3**

### **CHECKOFF**

#### **SECTION 1 - DUES DEDUCTION AND SERVICE FEE AUTHORIZATION**

For the duration of this Agreement, the Company shall deduct from each pay Union dues or service fees for employees who are not I.A.M.A.W. members and promptly remit same to the Financial Secretary of Lodge No. 2401 for those employees in the bargaining unit whose written and signed dues deduction or service fees authorizations are received by the Company. Such authorization shall be valid only if submitted on the forms set forth below.

**International Association of Machinists and Aerospace Workers, AFL-CIO**  
**Membership Application and/or Check-Off Authorization**

Name \_\_\_\_\_ Date \_\_\_\_\_ Card No. \_\_\_\_\_

Address \_\_\_\_\_ 9M 9F Date of Birth \_\_\_\_\_

SS No. \_\_\_\_\_ Email \_\_\_\_\_ Phone \_\_\_\_\_ Hire Date \_\_\_\_\_

Employer \_\_\_\_\_ Hourly Wage \_\_\_\_\_

Class of Work \_\_\_\_\_ Years of Experience \_\_\_\_\_ Shift 91<sup>st</sup> 92<sup>nd</sup> 93<sup>rd</sup>

**Membership Application. Check here:** 9To the Officers and Members of Lodge No. \_\_\_\_\_ (the ALodge@ or AUnion@), I hereby tender my application for membership in the International Association of Machinists and Aerospace Workers, AFL-CIO (IAM). I understand that while I may be required to tender monthly fees to the Union. I am not required to sign a membership application as a condition of employment and that this application for membership is voluntary. I agree to obey the laws of the IAM and to support the principles of trade unionism and I authorize the IAM and/or its designated affiliate to act as my representative for collective bargaining.

If former member of IAM: Card No. \_\_\_\_\_ Lodge No. \_\_\_\_\_ Location \_\_\_\_\_ Last dues paid \_\_\_\_\_

**Check-Off Authorization. Check here:** 9I authorize my Employer to deduct from my wages and forward to the Union: (1) monthly membership dues or equivalent service fee; and (2) any required initiation or reinstatement fee as set forth in the collective bargaining agreement between the Employer and the Union and the by-laws of the Lodge. This authorization shall be irrevocable for one (1) year or until the termination of the collective bargaining agreement between my Employer and the Union, whichever occurs sooner. I agree that this authorization shall be automatically renewed for successive 1-year periods or until the termination of the collective bargaining agreement, whichever is the lesser, unless I revoke it by giving written notice to my Employer and Union not more than twenty (20) and not less than five (5) days prior to the expiration of the appropriate yearly period of the services provided to me by the Union. It shall continue in full force and effect even if I resign my Union membership, except if properly revoked in the manner prescribed above.

The following information is strictly voluntary and is requested for the sole purpose of providing improved services to our membership:

I am: 9Caucasian 9African American 9Asian 9Hispanic 9Hispanic 9Pacific Islander 9Native American  
9Other

**Important Notice.** I have examined and acknowledge receipt of the attached ANotice to Employees Subject to Union Security Clauses@ (on back of pink sheet). I also understand that IAM members have certain rights and privileges as set forth in the IAM Constitution and in various Federal laws, like the Labor Management Reporting and Disclosure Act (LMRDA). Copies of the IAM Constitution and the LMRDA may be obtained by contacting the IAM General Secretary-Treasurer, 9000 Machinists Place, Upper Marlboro, MD 20772. Union membership dues and agency fees are not deductible as charitable contributions for Federal Income Tax purposes. Dues and agency fees, however, may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

(Your signature)

\_\_\_\_\_  
Date

FORM NO. MR01

This copy to be retained by Local Union No. \_\_\_\_\_.

**I.A.M.A.W. UNION SERVICE FEES AUTHORIZATION**

Effective Date \_\_\_\_\_, 20\_\_\_\_

NAME (Print): \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

I hereby authorize and direct West Valley Environmental Services LLC (Company) to deduct from my pay in each pay period service fee to Lodge No. 2401, District 65, International Association of Machinists, AFL-CIO, in the amount lawfully levied as membership dues by Lodge No. 2401 in accordance with its constitution and bylaws, and forward same to the Financial Secretary of Lodge No. 2401. In addition, I hereby authorize and direct Company to deduct the equivalent of the initiation fee of \$\_\_\_\_ lawfully levied by Lodge No. 2401 in accordance with its constitution and bylaws, and forward same to the Financial Secretary of Lodge No. 2401. Such amounts shall be deducted in five (5) equal weekly installments.

This authorization shall be irrevocable for a period not exceeding one year, or the term of the agreement between the Company and the Union, whichever is less, and shall continue irrevocable in effect from year to years thereafter for so long as a collective bargaining agreement is in effect between the Company and the Union concerning the employees covered by this Agreement subject, however, to cancellation at any time during the period of fifteen days preceding the end of the initial period specified in this authorization, or during the fifteen-day period preceding the end of any such subsequent authorization year, by written notice of such cancellation given by the employee to the Company and the Union.

I agree to waive any claim against the Company, other than one based upon a clerical error, that may arise because of this assignment and authorization.

HOME ADDRESS: \_\_\_\_\_  
Street Signature of Employee  
\_\_\_\_\_  
City State Zip Code Date Signed



## **SECTION 2 - NOTICE OF CHANGE IN DUES**

Lodge No. 2401 shall notify the Company by letter and acknowledged by the Human Resources Manager's signature of receipt of any change in the sum of money to be deducted as dues pursuant to the authorization set forth in Section 1 above.

## **SECTION 3 - MEMBERSHIP DUES AND SERVICE FEES**

Within the meaning of dues or service fees deductions authorizations, all such authorizations will be in the same dollar and cents amount. Excluded specifically from such authorizations are fines, penalties, contributions, assessments, strike assessments, taxes of any kind, or any other type of payment.

## **SECTION 4 - TIME OF DEDUCTION**

Deductions for employees whose authorizations are received after the effective date of this Agreement will be commenced with the first full pay period after the receipt of the respective authorization and each pay thereafter. Collection of any back dues or service fees owed at the time of starting deduction for any employee will be the responsibility of the Union and will not be the subject of payroll deductions.

## **SECTION 5 - DELINQUENCIES**

Dues or service fees unpaid because the employee was not working during a pay period will be the responsibility of the Union and will not be subject to payroll deduction.

## **SECTION 6 - TRANSMITTAL**

Deductions provided in Section 1 shall be remitted to the Financial Secretary of the Union in accordance with an annual schedule submitted to the Union. The Company will furnish the Financial Secretary of the Union with a record of those employees for whom deductions have been made and the amount of the deductions.

## **SECTION 7 - INDEMNITY TO THE COMPANY**

The Company will be indemnified by the Union against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Company for the purpose of complying with any provisions of this Article.

## **SECTION 8 - AGENCY SHOP**

### **A. Employees who are Union Members**

1. Every employee who on October 25, 1983, and who is a member of the Union on or after November 26, 1983 shall, as a condition of employment, maintain his/her membership in the Union.
2. Every employee who is a member of the Union on or after the thirty-first (31st) day after such effective date shall, as a condition of employment, maintain his/her membership in the Union.
3. No employee shall be considered a member of the Union on the date after which the employee is required to maintain his/her Union membership under paragraph (1) or (2) above if the employee notifies the Company and the Union in writing prior to such date that the employee wishes to terminate his/her membership. As a condition of employment, however, an employee, as identified above, must pay to the Union a service fee equivalent to the periodic dues and initiation fees required of members in good standing.

### **B. Employees who are not Union Members**

Any employee who is not a member of the Union on November 26, 1983, and any employee who is not a member of the Union on the thirty-first (31st) day after the date this Section becomes effective, shall not be required to become a member of the Union as a condition of continued employment. As a condition of employment, however, an employee as identified above must pay to the Union a service fee equivalent to periodic dues and initiation fees required of members in good standing. Any such employee who thereafter becomes a member of the Union shall, however, maintain his/her membership as a condition of employment thereafter.

### **C. Hires, Rehires and Transferred Employees**

1. Every person who is first hired, covered by this Agreement, after this section has become effective shall, as a condition of continued employment, be a member of the Union on and after the beginning of the fifth month, after the date of his/her hire, and shall thereafter maintain his/her membership in the Union.
2. Any employee who is transferred to a job covered by this Section (whether or not the job from which the employee is transferred is covered by this Section) and any former employee who is rehired on a job in a unit covered by this Section, shall be governed by the provisions of Section 8 C.1 (1) above, with their date of transfer or rehire being considered equivalent to the date of hire referred to in such Section 8 C.1 (1).

## **SECTION 9 - WITHDRAWAL PERIOD**

Notwithstanding any other provisions of this Section, every employee who is otherwise required under this Section to obtain and/or maintain membership in the Union shall have the right, after having obtained such membership, to resign from the Union, by giving written notice thereof to the Company and to the Union during the period of fifteen (15) days preceding the end of the initial period specified in the authorization, or during the fifteen (15) day period preceding the end of any subsequent authorization year thereafter while this Agreement remains in effect (such period is hereafter referred to as the "withdrawal period"). Such notice shall be deemed to have been properly given if it is postmarked, or is received by the Company and the Union during the withdrawal period. Any employee who resigns from the Union during a withdrawal period set forth above, or who has resigned during any withdrawal period set forth in any previous agreements or amendments to this Agreement, shall not thereafter be obligated to obtain or maintain membership in the Union unless the employee shall, thereafter, during the life of this Agreement, again become a member of the Union, in which case the employee shall maintain his/her membership as a condition of employment thereafter, subject to the employee's right to resign during any subsequent withdrawal period as provided in this Section 9. As a condition of employment, however, an employee as identified above must pay to the Union a service fee equivalent to the periodic dues and initiation fees required of members in good standing.

## **SECTION 10 - PROCEDURE FOR TERMINATION OF EMPLOYMENT**

- A. The Company shall be obligated under this Section to terminate the employment of any employee by reason of the employee's failure to obtain or to maintain membership in the Union as required by this Section and for an employee who fails to obtain and/or maintain membership, the employee's failure to pay service fees equivalent to dues and initiation fees, upon receipt of written request for such termination from the Union; except that the Company shall have the right to refuse such request if it has reasonable grounds for believing (i) that such membership is not available to the employee on the same terms and conditions generally applicable to other members, or (ii) that membership has been denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.
- B. Union agrees to indemnify and save harmless the Company from any payment the Company may be required to make in favor of the employee.

## **ARTICLE 4**

### **MANAGEMENT RIGHTS**

All management functions and rights which have not been specifically and expressly limited or modified by this Agreement are retained and vested exclusively in the Company. Among such functions and rights so retained and vested in the Company are the rights to hire, rehire, promote, demote, transfer, lay off, recall to work, determine the starting and quitting time and the number of hours to be worked, including overtime, lack of overtime and assignment of overtime, close down the West Valley Plant or any part thereof or curtail any operation, to contract out, control and regulate the manning of the Plant, the use of machinery, equipment and other property of the Company, make or change rules, policies and practices not in conflict with this Agreement, introduce new or improved production methods or equipment, determine the number, location and operation of the plants, the products to be manufactured, the schedules of production and the assignment of work, and otherwise generally manage the West Valley Plant and direct the working force thereof. The foregoing is not intended as a limitation on management functions or rights retained by and invested exclusively in the Company as aforesaid. No dispute arising out of the exercise of the foregoing management functions and rights is subject to the grievance procedure hereof, except as specified in this Agreement.

## **ARTICLE 5**

### **UNION REPRESENTATION**

#### **SECTION 1 - UNION STEWARDS**

The Union will elect nine (9) Stewards and one (1) Chief Steward. The Stewards shall be elected from the following groups: four (4) from Plant Systems, three (3) from Decontamination & Decommissioning/Waste Operations, two (2) from Maintenance, and one (1) Chief Steward, elected at large. By mutual agreement between the Company and the Union, this distribution can be modified.

If a Steward is not in the plant, a grievant may use the Company telephone to call the Steward at home.

All Union Stewards shall be full-time employees of the Company.

#### **SECTION 2 - GRIEVANCE COMMITTEE**

- A. For the purpose of processing grievances under the Grievance Procedure, the Union shall be represented by the Grievance Committee which in turn will be comprised of three members officially designated by the Union. Stewards and/or Members of the Grievance Committee shall not leave their work areas except for the purpose of processing grievances, or in meetings called by the Management, in accordance with the provisions of the Grievance Procedure.

- B. Union officials shall obtain permission from their Supervisors prior to leaving their work stations for Union business.

### **SECTION 3 - LOCAL OFFICIALS**

The Union will at all times keep the Human Resources Manager promptly advised, in writing, of the name of the President of the Lodge, Chief Steward, Stewards, the Grievance Committee, and all other Local Lodge officials.

### **SECTION 4 - UNION NOTICES, NON-DISCRIMINATION**

- A. The Company shall provide two bulletin boards on which the Company will post Union notices, Union elections and results, appointments, meetings, and social functions if such notices are approved by the Human Resources Manager. All such notices must be countersigned by a duly authorized Union representative whose name shall be forwarded to the Human Resources Manager by the Union.
- B. The President of the Local Lodge and the Chief Steward or alternates designated by the Union may be granted permission to leave the plant for Local Union business with the prior approval of the Department Manager or the Human Resources Manager. No payment shall be made by the Company for such time off.
- C. The Company shall not discriminate against any employee in any matter whatsoever because such employee is a member or represented through the agency agreement, Steward, Officer, or other agent or representative of the Union.
- D. Neither the Union, nor the Local, nor any Steward, Officer, or other agent or representative of either shall discriminate, intimidate or coerce any employee, nor solicit members for funds during working hours except with the prior approval of the Human Resources Manager.
- E. The Union, the Local and the Company reaffirm their intention that the provisions of this Agreement will continue to be applied without discrimination because of race, creed, color, sex, age, national origin, physical or mental handicap or disability, because an employee is a disabled veteran, special disabled veteran or veteran of the Vietnam era, or because of citizenship status, except citizenship status which is otherwise required in order to comply with law, regulation or federal executive order, or required by Federal, State or local government contract, or which the Attorney General of the United States determines to be essential for an employer to do business with an agency or department of the Federal, State or local government. The parties recognize and accept that any term of gender in the Agreement is intended to include and does include both feminine and masculine, as appropriate.
- F. The Company shall provide an office area for the Union. A telephone will be provided at the Union's expense.

## **SECTION 5 - ADMITTANCE OF BUSINESS REPRESENTATIVES**

Business Representatives of the Union, who are not employees of the Company and not to exceed two (2) at any one time, may be granted permission to enter the premises of the Company during normal Plant operations for reasonable periods of time for the purpose of investigating grievances and for meeting with Company representatives. Such Business Representatives must be accompanied by a Company representative during their visits. All such visits must be cleared in advance by the Human Resources Manager.

## **SECTION 6 - UNION OFFICER'S WORK SCHEDULE**

- A. It is mutually agreed between the Company and the Union that for no more than three of these Union officers, President, Vice President, Chief Steward, Recording Secretary or Financial Secretary, shift schedules will be arranged so that they can attend monthly Union membership meetings which will be on a set, published schedule. The employee's immediate supervisor will be given at least five (5) days written notice by the Chief Steward who will request the schedule adjustment. If the employee's shift schedule is changed within the five (5) days of the membership meeting, the immediate supervisor shall be given written notice requesting the schedule adjustment by the affected officer within one (1) day of being notified of the schedule change. The Company shall not incur any overtime penalty payments as a result of a schedule change requested by the Union.
- B. To facilitate wage payments to hourly employees of the Company who are not on Union leave of absence but who, as local Union officers, stewards or designated alternates of the Union, spend time on Union business during regular working hours which is not to be paid for by the Company, the Company will advance to such employees on behalf of the Union, their earnings for the time spent on Union business during their regular working hours. Such advances will be subject to all required and authorized payroll deductions in effect for each such employee as reflected on Company records. Amounts so advanced will be subsequently deducted by the Company from dues remitted to the Union under the check off provisions of our Agreement.

We will mutually agree on the proper documentation and authorization forms necessary to accomplish the above advance payments.

## **ARTICLE 6**

### **SENIORITY**

## **SECTION 1 - SENIORITY CREDIT**

As used in this Agreement the term "Seniority" shall mean length of service and shall be established as follows:

- A. By length of service in the employment of the Company in the bargaining unit at the West Valley Plant and hereinafter referred to as "Plant" seniority; however, an

employee's plant seniority will not include credit for (1) service that was relinquished by the employee's election to receive the Lump Sum Option payment provided under the Layoff Income and Benefits Plan, or any similar lump sum severance payment involving relinquishment of seniority rights, and whose service credits have not been restored by repayment in full thereof, nor (2) any additional periods of service credited as a result of any periods of layoff as provided for in subsection 1.9.A(1)(h) of the Pension Plan except as provided for in Section 3 of this Article 6, nor (3) any other periods of service excluded by Section 3 of this Article 6.

- B. APlant@ seniority is recognized across the following units:

Unit 1 - Craft

- Groups 1(A) – Decontamination & Decommissioning/Waste Operations Craft
- 1(B) – Janitors
- 1(C) – **Electronic/Electrical**
- 1(D) – **Instrumentation**

Unit 2 - Plant Systems Operations

- Group 2 - Plant Systems Operations

Unit 3 - Decontamination & Decommissioning/Waste Operations

- Group 3 - Decontamination & Decommissioning/Waste Operations

## **SECTION 2 - LOST SENIORITY**

Seniority shall be lost for the following reasons:

- A. Voluntary quit.
- B. Discharge for just cause.
- C. Failure to return to work upon recall in accordance with Article 7 Section 3 (b).
- D. Absence for three (3) consecutive work days without notifying the Company, in which case the employee shall be considered to have quit voluntarily.
- E. Layoff for a continuous period in accordance with the following schedule:
  - 1. Less than two (2) years of accumulated length of service - twelve (12) months.
  - 2. Two (2) years or more of accumulated length of service - sixty (60) months.
- F. Retirement.

### **SECTION 3 - PROBATION**

- A. An employee shall be considered to be on probation and shall not be entitled to any seniority rights until employed for four (4) consecutive months after the date of the employee's most recent hire, at which time the probationary employee's seniority shall become established as of the date of employment. During the said probationary period, a probationary employee shall be subject to transfer, layoff, recall to work, or discharge at the discretion of the Company.

### **SECTION 4 - SENIORITY--PRESIDENT AND STEWARDS**

At the written request of the Union, an elected Shop Steward will be given seniority preference at the time when layoffs take place within the unit for which he/she is Acting Steward. Such seniority preference will be granted only to the extent necessary to enable him/her to retain a job within the unit for which he/she is acting as a Steward provided such Steward is otherwise entitled to such job by operation of the seniority provision of this Agreement. If their duties qualify them under the law, elected officers, upon written request of the Union, shall be given at the time of a reduction in work force similar seniority preference within the bargaining unit in which they are employed.

### **SECTION 5 - SENIORITY--TRANSFERS**

- A. An employee's seniority shall terminate upon being promoted or transferred to a job outside the bargaining unit.
- B. Employee(s) who have been promoted or transferred to jobs outside the bargaining unit may be returned to their former classification or an equivalent job in the bargaining unit with no bargaining unit seniority.

## **ARTICLE 7**

### **LAYOFF, TRANSFER AND PROMOTION**

#### **SECTION 1 - TRANSFER, PROMOTION, LAYOFF**

In the transfer, promotion, layoff and recall to work of employees who have successfully completed their probationary period, the Company shall give due consideration to their qualifications and seniority and where their qualifications are relatively equal, "Plant" seniority shall be the governing factor. The provisions of this article will not compromise group minimum staffing levels.



## **SECTION 2 - LAYOFF**

Upon notification of a layoff per Article 7, Section 3A, the Company shall determine the need for employees in any classification. The classifications will be set at the minimum levels required to complete the current and future work scopes. The Company shall review and discuss with the Union positions available for bumping at Labor Grades 1 through 8.

In case of an extended layoff, the senior employee shall have the right to enter a bump against a less senior employee who currently holds an available position. The following provisions shall apply to layoff bumping:

- A. Except for Labor Grades 1 through 5, bumps may be entered only within the job incumbent's Unit or to a job the employee has previously satisfactorily held by meeting the qualification standards, or to an entry level position identified per the first paragraph of Article 7, Section 2.
- B. Bumps must be submitted by the employee within two (2) work days of notice of layoff. The employee is responsible to submit bump requests on any job he/she requests consideration.
- C. The employee must within sixty (60) days pass a written exam and demonstrate the employee is capable of performing the function.
- D. Employees awaiting a decision on a bump or refusing to enter a bump may be assigned other work, or forced to bump an employee with less seniority, or laid off at the Company's discretion.
- E. An employee who bumps and fails to satisfactorily perform on such a job in accordance with the terms of this Article will be removed from the job and the Company may transfer the employee to another job or the employee will be laid off.
- F. For purposes of this policy, an employee's leave of absence or disability status will not affect consideration for layoff. At the time of a layoff, an employee on a leave of absence or on the disability roll will be laid off and his/her name will be added to the recall list, when, because of his/her seniority status would have been laid off if he/she were actively at work. Notice of such layoffs will be given to the employee involved at his/her last known address.

## **SECTION 3 - LAYOFF NOTICE**

- A. The Company shall give the Union notice of plant closing and/or layoffs in accordance with State and Federal laws. The Company shall endeavor to give the Union at least **45 days** notice of impending layoffs that may affect the hourly workforce.
- B. Employees in Extended Layoff Status must return to work within ten (10) work days after due notification of recall provided such employee accepts recall within two days of notification of recall. A longer period may be allowed by the Company in the case of justifiable circumstances.

#### **SECTION 4 - TEMPORARY SHUTDOWN**

- A. In the event of a temporary shutdown [seven (7) days or less], every effort shall be made by the Company to temporarily reassign the workers. In the event that no other work is available, a reduction in force may be made with no prior notice and seniority will be given preference where possible.
- B. The same group of employees shall not be subjected to temporary shutdown layoff status more than once in a two (2) week period.
- C. Employees on temporary layoff shall be available for work within twenty-four (24) hours after due notification.
- D. No bumping procedures shall be initiated while on temporary layoff status.
- E. In the event of a temporary shutdown in excess of seven (7) days, the Union will agree to discuss an alternative method of temporary reduction of the work force.
- F. If the facility is temporarily shut down and employees scheduled to work are instructed by their supervisors not to report to work, the employees will be paid for the first day of a facility shut down at their normal straight time rate.

#### **SECTION 5 - RECALL OF LAID OFF EMPLOYEES**

- A. For available positions in labor grades 1 and 5, laid off employees shall be recalled in order of Plant seniority provided they meet the minimum qualifications of the job description.
- B. For available positions above labor grades 1 and 5 laid off employees shall be recalled in order of Plant seniority within the Unit, provided they have previously held the position for which there is an opening or to an entry level position identified by the Company.
- C. Recall notices will be sent by certified mail to the last known address as listed on the employee's personnel record.
- D. Laid off employees shall be retained on the inactive seniority list and be eligible for recall for the period following layoff specified in Article 6, Section 2.E.

#### **SECTION 6 - SENIORITY LISTS**

- A. The Company shall, on a semi-annual basis, prepare a Seniority List to be made available to the Union.
- B. A Seniority List shall be furnished to the Union within thirty (30) days after signing of this Agreement.

## SECTION 7 - PROMOTIONS

A. Job openings within the bargaining unit shall be posted for seven (7) days. Any exceptions to these posting requirements will be agreed to in writing by the Company and the Union. The Company may temporarily fill the job until the bid is processed. All bidders will be notified of their status within thirty (30) days of the posting deadline.

B. The following factors of employee qualifications shall be considered:

1. Length of Plant seniority in the Unit in succeeding labor grades.
2. Employees must meet the current minimum qualifications for a position as described on the job descriptions.
3. In qualification classifications, employees must have passed qualification standards to be upgraded to higher qualification classifications.
4. Ability, demonstrated performance, attendance and tardiness records. (For labor grade 9 the prime consideration for promotion shall be this section.)
5. Where employees are approximately equal under factors 1, 2, 3 and 4 above as applied to the employees under consideration, the employee having the greater length of plant seniority shall receive preference.
6. Qualification and requalification tests are valid for a minimum of one year and are conducted in accordance with applicable training procedures. A pass/fail standard will be established for all written and oral tests.

It is understood and agreed that all bargaining unit positions are non-progressive: **Sr. Electronic/Electrical Specialist, Electronic/Electrical Specialist, Sr. Instrument Specialist, Instrument Specialist; D&D/Waste Operations Craft Specialist; Sr. D&D/Waste Operations Craft Specialist; D&D/Waste Sr. Operations Specialist; D&D/Waste Operations Specialist; D&D/Waste Operations Technician; Plant Systems Sr. Operations Specialist; Plant Systems Operations Specialist; and Janitor.**

It is understood that the Company will promote employees only where positions have been identified and posted. Training requirements can be completed within the time limits specified after promotion to the position.

C. An employee successfully bidding for a job and being unable to satisfactorily fulfill the requirements within thirty (30) days for all jobs, except in Labor Grades 3, 4 and 9, which shall be one hundred twenty (120) days, will be returned to his/her former job, if available, at the former labor grade and rate of pay. If the former job is unavailable, the employee will be assigned to another job at the employee's former grade and rate of pay.

D. An employee transferring from one job to another shall transfer seniority.

- E. An employee is allowed a maximum of two successful bids in any six-month period. No bids are allowed for six months after the second successful bid.
- F. An employee who has been promoted through a normal progression within the previous six (6) months and is bidding to change units or groups may be retained in the original unit for up to three (3) months, if necessary, for the continuity and safe operations.
- G. A successful bidder may request within seven (7) calendar days of placement on a new job to be returned to his/her former job and labor grade at the former rate of pay.
- H. A successful bidder shall be paid at the new position rate, or the current rate if greater, from the following work week after receiving notification of the successful bid. Once the employee moves, the prevailing position rate will apply.
- I. A person bidding or bumping to a lower rated job shall be paid the step 4 rate starting from the first day worked on the job.

### **SECTION 8 - TEMPORARY OR PERMANENT TRANSFERS**

An employee temporarily or permanently transferred to a lower rated job at the convenience of the Company, shall receive the employee's regular rate of pay while on such work. An employee temporarily or permanently transferred at the convenience of the Company to a higher rated job shall receive the employee's rate or the minimum pay for the job, whichever is higher. This section does not apply to jobs filled as a result of bids, bumps, transfer requests of employees or transfers necessary due to medical necessity. Employees permanently transferred to another position must meet the qualifications of that position within a time period agreed to by Union and management at the time of transfer. Temporary transfers will normally not exceed six months. However, if the Company anticipates the need to extend the assignment, the Company and Union will mutually agree to the extension. In such cases, the combined temporary transfer will not exceed one year. The use of temporary employees under Article 8, Section 4 and temporary transfers shall not exceed one year combined.

### **SECTION 9 - QUALIFICATIONS**

Qualification standards for a position or grade must be successfully completed and maintained within the time frame specified by the documented qualification standards. Employees shall be allowed a reasonable amount of study time they (employee) need prior to taking qualification and re-qualification exams.

In the event that an employee fails to maintain qualification standards to perform the essential functions of the job, which the employee is currently assigned, the employee will be given a set time in accordance with training procedures to successfully meet the standard. Failure to do so can result in the employee being reassigned to a position in accordance with qualification standards currently held by the employee. The Company assures an appropriate review of the circumstances will be conducted and will meet the requirements of the Americans with Disabilities Act prior to any action taken.

The Company and Union agree that there is value in understanding the training history of bargaining unit personnel as a means to identify skills that can be used for current and future work scopes. Many workers previously possessed qualifications that have not been maintained currently for various reasons but could be reinstated; therefore, two lists shall be kept to document this information resource. One list shall identify the complete list of current qualification/training each bargaining unit person possesses, and one list shall identify the complete list of qualifications/training each bargaining unit person previously possessed. Previous or lapsed qualifications or previous work experience are considered the same as skills for the purposes of administering Article 8, Section 7.

The Company and Union agree that some qualifications are considered "specialty" qualifications that are not available to all bargaining unit personnel and that typically require a monetary and schedule investment to complete. By mutual agreement of the Company and the Union, a list of "specialty" qualifications will be developed. Once established, workers possessing and/or obtaining a listed "specialty" qualification after the implementation of this CBA, will be required to retain such qualification for the entire duration of this CBA unless otherwise agreed to by the Company and the Union.

When it has been determined that an individual is medically restricted in excess of three (3) months and is no longer able to perform the essential functions of the job at the level at which he/she is qualified, the Company and Union will determine if there is another position involving similar responsibility and pay. If no assignment can be made in this manner, the employee may be assigned work of a nature consistent with his/her restriction, skills, and the needs of the Company. Such an assignment may result in placement into a position at a lower labor grade. In such case, the employee will begin to earn the job rate for that labor grade upon such placement. The employee will be returned to his/her original labor grade and job rate upon determination that the medical restriction is no longer in effect and a position is available in the applicable Unit.

The Company shall determine and establish the job descriptions and minimum qualifications for all jobs. The Company will discuss new and revised job descriptions and minimum qualifications prior to implementation with the Union.

## **ARTICLE 8**

### **PERFORMANCE OF BARGAINING UNIT WORK**

#### **SECTION 1 - SUPERVISORS**

- A. Supervisors and engineers shall not normally perform work performed by bargaining unit employees except for instruction, emergency, prevention of plant shutdown, loss of valuable customer materials, or when qualified employees are unavailable due to refusal of overtime or in the test and startup of new facilities and with test equipment and procedures until turned over to permanent operations. Employees designated as acting supervisor shall comply with this section. Violations of this section may result in monetary compensation to the Union as well as disciplinary action being issued to the transgressing party per the Company's posted "Standards of Conduct."
- B. Employees will only be appointed/assigned as a temporary supervisor when the regular supervisor is unavailable. Unless otherwise identified by the Company, an employee will

generally not act in the continuous position of Acting Supervisor for more than two months.

- C. No employee will supervise unless temporarily assigned to that position.

## **SECTION 2 - SCIENTISTS AND TECHNICIANS**

Engineers, Scientists and Technicians working on research and development projects that involve skills which are normally performed by Bargaining Unit Personnel shall have the appropriate qualified Bargaining Unit Employee(s) assigned to assist in this work. Violations of this section may result in monetary compensation to the Union as well as disciplinary action being issued to the transgressing party per the Company's posted "Standards of Conduct."

## **SECTION 3 - RADIATION EXPOSURE**

In order to minimize radiation exposure to bargaining unit personnel, it will be standard practice to utilize employees outside of classification, other non-bargaining unit employees, or outside contractors, regardless of work schedules of employees in the bargaining unit. Such tasks will be performed under adequate supervision with no intent of reducing regularly scheduled work hours available for those employees on the active bargaining unit payroll. The Company will notify the Union when using people outside their classification or if the Company brings in outside contractors to minimize radiation exposure. The Union will have representation on the ALARA Committee and will be privy to all information used in determining exposure limits.

## **SECTION 4 - TEMPORARY EMPLOYEES**

Temporary employees may be hired for a period not to exceed 120 days to relieve other employees during vacations, illness, for emergency purposes or to augment the regular work force during increased plant work loads or to handle seasonal projects. Such employee shall have no seniority in the bargaining unit nor benefits (except those required by law). Temporary employees shall be paid a minimum rate as defined in the attached hourly rate schedule. Temporary employees hired for work similar to work performed by Labor Grades 5 and above shall be paid a minimum of the starting rate of the appropriate labor grade.

If there are employees on layoff eligible for recall who are qualified and available to fill temporary positions, they shall be given preference to fill a temporary position and not affect their recall rights.

## **SECTION 5 - RADIOLOGICAL SURVEY WORK**

Bargaining unit personnel may perform radiological survey work as assigned by management.

## **SECTION 6 - WORK ASSIGNMENTS**

In an effort to provide employment for the maximum number of bargaining unit personnel on the active payroll bargaining unit personnel will be utilized to perform any work assigned by the Company.

## **SECTION 7 - SUBCONTRACTED WORK**

The Company agrees that non-construction work normally performed by seniority employees in the bargaining unit will not be subcontracted to an outside source where equipment, skills and personnel are available in the plant. Similarity of equipment and tooling will be considered. Where skills for tools or equipment are similar, then procurement or rental will be considered so that Bargaining Unit employees have an opportunity to perform the non-construction work on site. Subcontracting of non-construction work cannot result in a layoff (in plant or out of plant) or prevention of recall (in plant or out of plant) of a bargaining unit employee. The Company will discuss proposed subcontracting of non-construction work and modification which adds scope to existing subcontracts with the Labor Management Committee. Hiring new employees or the creation of unreasonable or excessive overtime will not be used to satisfy the term "available personnel." Only subcontracting disputes on non-construction type work will be subject to the grievance procedure. **It is recognized that some bargaining unit personnel may possess the skills and experience to perform certain demolition activities. These demolition activities shall be identified through the Labor Management Committee and whenever appropriate, with due consideration to cost and schedule concerns, will be assigned to the bargaining unit.**

## **SECTION 8 - WORK JURISDICTION**

Consideration will be given to the normal occupational group when making work assignments; however, training, qualifications and proficiency will be the primary determining factor. Employees may perform or assist in the performance of work outside their normally assigned group provided that they are qualified in and proficient at the work identified. These work assignments can occur when necessary due to lack of work in the normal group or due to increased workload in a different group or to supplement a group with people on leave. Under no circumstance will an economic settlement be utilized for jurisdictional disputes within the Bargaining Unit.

## ARTICLE 9

### DISCIPLINE AND GRIEVANCE PROCEDURE

#### SECTION 1 - DISCIPLINE

- A. In the interest of harmony and fairness, no employee shall be discharged or disciplined without good and sufficient cause. When the Company initiates an investigation into the performance of bargaining unit personnel that could potentially result in disciplinary action, the appropriate Steward or Chief Steward will be notified and will be allowed to participate in the interview process.
- B. Unless requested otherwise by an employee, a steward shall be present during any investigative meeting with bargaining unit personnel that could potentially result in disciplinary action and during any disciplinary action as defined by the **Standards of Conduct**. If an employee chooses not to have a steward present, the Company will notify the appropriate Steward or Chief Steward at least 30 minutes prior to the investigative meeting or disciplinary action being taken. If the disciplinary action is beyond a written reprimand, the Chief Steward or designated alternate will be present.
- C. Any disciplinary actions **administered following the effective date of this contract** will not be used for progressive discipline after 30 months from date of action taken. **All disciplines administered prior to the effective date of this contract will not be used for progressive discipline after 24 months from the date of action taken.**

#### SECTION 2 - GRIEVANCE STEPS

Any grievance which the Union may have against the Company shall be limited to interpretations or applications of terms of this Agreement and shall be resolved according to the following procedures. The Union can file a grievance on any disciplinary action imposed on a bargaining unit employee.

##### **Step 1**

- A. Within thirty (30) calendar days of the event the aggrieved employee and/or the Steward may present in writing the grievance to the employee's immediate Supervisor. The Supervisor shall respond in writing within five (5) work days.
- B. Any grievance must be reported in writing to the immediate Supervisor within thirty (30) calendar days of the occurrence of the event in order to be considered under this grievance procedure.

##### **Step 2**



- A. If the grievance is not settled at the first step, and if the Union wishes to carry it further, it must be presented in writing to the Supervisor's Manager by the Chief Steward within five (5) work days after response by the Supervisor.
- B. The grievance shall include the following minimum information:
  - 1. A statement of the specific provisions of the Agreement or rule or policy that are alleged to have been violated.
  - 2. The specific relief desired.
  - 3. Date of signing and signature of grievant.
- C. The Supervisor's Manager shall answer the grievance in writing within five (5) work days.

### Step 3

If the grievance remains unsettled after receipt of the Supervisor's Manager's answer, and if the Union wishes to carry it further, the Chief Steward must notify the Human Resources Manager in writing within five (5) work days that such grievance is going to Step 3. The Business Representative of the Union and the Human Resources Manager will within five (5) work days of notice by the Chief Steward, or at some mutually agreeable date between the Business Representative and the Human Resources Manager, set up a meeting to resolve the grievance. The Human Resources Manager or his/her representative shall answer the grievance in writing within ten (10) work days or after this meeting.

### Step 4

If the grievance remains unsettled, either party may submit this grievance to Arbitration within ten (10) working days of receipt of the Step 3 answer, or consider the grievance closed. If arbitration is elected, then both parties may jointly proceed to select an impartial Arbitrator.

- A.
  - 1. In case the parties are unable to agree on an Arbitrator, the party requesting arbitration must request the Federal Mediation and Conciliation Service to submit a Panel of seven (7) qualified Arbitrators from which the selection of an Arbitrator shall be made. In case the Company and the Union are unable to agree on an Arbitrator from the list of seven (7) submitted by the Federal Mediation and Conciliation Service, one of the seven (7) shall be selected as the Arbitrator in the following manner.
  - 2. Another list of seven (7) Arbitrators may be requested by each party before proceeding with the following striking method.
    - (a) The Union shall strike out one of the seven (7) names.
    - (b) The Company shall strike out one of the six (6) names remaining.
    - (c) The Union shall strike out one of the five (5) names remaining.

- (d) The Company shall strike out one of the four (4) names remaining.
  - (e) The Union shall strike out one of three (3) names remaining.
  - (f) The Company shall strike out one of the two (2) names remaining.
  - (g) The one (1) remaining shall be declared selected.
3. If neither party requests a panel of Arbitrators from the FMCS within 60 days of receipt of the third step answer, the grievance is deemed withdrawn.
- B. The grievance shall be submitted to the Arbitrator and his/her decision shall be final and binding upon the parties of this document.
  - C. The Union and the Company shall each share equally the fee of the Arbitrator and the other expenses of the Arbitration. Time lost by a reasonable number of employees called as witnesses by either party will be paid by the Company at the employee=s straight time rate. The number of witnesses called by the Union to be paid for by the Company shall not exceed the number of witnesses called by the Company.
  - D. The Arbitrator shall not have the power to add or to subtract from or modify any of the terms of this Agreement or any amendment or supplement thereto.
  - E. A separate Arbitrator shall be selected for each grievance.
  - F. A policy grievance affecting a group of employees or a grievance involving the discharge of an employee or any suspension without pay may be initiated directly to Step 3.
  - G. In the case of any grievance which the Company may have against the Union, the processing of such grievance shall begin with Step 3. Such grievance shall be submitted in writing to the Chief Steward.
  - H. Employees covered by this Agreement cannot, except through the Union, initiate or invoke the arbitration procedures set forth herein.
  - I. No persons or parties not a party to this Agreement shall be permitted to attend or participate in any arbitration proceeding held hereunder except by agreement in advance of the hearing date, between the Company and the Union, with the exception of the grievant, witnesses, and duly authorized agents and representatives of the Company and the Union.

### **SECTION 3 - GRIEVANCE PROCEDURE COMPLIANCE**

- A. The party failing to comply with the time limits in Section 2, unless extended by mutual agreement of both parties, will accept the other party's last suggested solution, which shall be final and binding on the aggrieved employee or employees, the Union and the Company, at any step.

- B. No incident occurring prior to the signing of the Contract shall be an occasion for entering a grievance under the Contract by the Union.

#### **SECTION 4 - GRIEVANCE TIME**

- A. The Chief Steward, Stewards and/or Grievance Committee members shall be allowed the time necessary to investigate and process grievances within the Plant after obtaining permission from the immediate Supervisor. Such permission shall not unreasonably be withheld.
- B. Union Representatives losing time from their work at the Plant by reason of attending meetings and conferences at the request of the Management, other than those specified by the terms of the Agreement, will be reimbursed for such time lost at their regular rates by the Company.
- C. The President of the Local Lodge and the Chief Steward or alternates designated by the Union shall be granted the time necessary without pay, when sanctioned by the Union, and with the prior approval of the Human Resources Manager, to leave the Plant in performing their duties.

#### **ARTICLE 10**

#### **LEAVE OF ABSENCE**

#### **SECTION 1 - UNION OFFICIALS**

The Company will grant a Leave of Absence without pay to any employee with three (3) or more years of Plant seniority who is elected or designated to serve full time as a Business Agent or International Representative of the Union. Such leave shall be for a period not to exceed four (4) years and may be renewed only by mutual agreement between the Company and the Union. No more than one (1) employee may be on such leave at any one time. Plant seniority rights shall accumulate during such Leave of Absence. However, no Company benefits will remain in effect during this period.

#### **SECTION 2 - PERSONAL LEAVE**

- A. A Personal Leave of Absence without pay for any reason shall be granted at the sole discretion of the Employer.
- B. Seniority rights will not accumulate during such Personal Leave of Absence in excess of ninety (90) calendar days.

#### **SECTION 3 - MILITARY SERVICE**

An employee inducted into the Armed Forces of the United States pursuant to the provisions of the Universal Training and Service Act, as amended, will be granted a Leave of Absence without

pay and shall thereafter upon completing such service be entitled to reinstatement with seniority rights in accordance with the provisions of the Act.

- A. Employees entering military service will be granted a Military Leave of Absence. The leave of absence will cover the period of military service up to a maximum equal to that period of time during which reemployment is required under applicable Federal statutes. A military leave of absence will be considered as continuous employment.
- B. The employee must apply for reemployment within ninety (90) days from the date of honorable discharge (or the termination of the required period of military service). An employee so applying will be reinstated in the employee's former job, or a job in the bargaining unit which an employee left on the basis of the employee's seniority under the provisions of this Agreement, providing the employee complies with the following conditions:
  - (1) Application for reinstatement is made within the time period provided above.
  - (2) Official discharge papers are presented.
- C. Employees reporting, as provided for in the above provision, who are not qualified to perform the duties of their former position will be given special consideration and Management will endeavor to place them on suitable jobs.
- D. An employee so reinstated will be entitled to participate in insurance and other benefits on the same basis as other employees returning from leave of absence.
- E. Vacation eligibility for employees returning from Military Leave of Absence will be reestablished on the basis of the Credited Service of the employee on the date the employee returns to the active roll; however, vacation payment will not be granted until the employee has been on the active roll thirty (30) days following the employee's return from Military Leave of Absence. In any event the employee will receive the vacation for which the employee is eligible in that calendar year.

#### **SECTION 4 - ANNUAL MILITARY FIELD ENCAMPMENT**

Employees required to attend annual military encampments to discharge their National Guard or Reserve obligations will be reimbursed in accordance with the following conditions:

- A. Reimbursement will be limited to a maximum period of seventeen (17) calendar days (not to exceed thirteen (13) working days, excluding holidays for which the employee receives payment) during any one calendar year.
- B. Reimbursement, if any, will be the difference between the employee's normal straight time earnings and the total amount the employee receives for service pay from the Federal or State Government. In calculating the amount of difference to be paid by the Company, only that portion of military pay corresponding to the employee's regularly scheduled work days will be used. Travel, quarters and subsistence allowances will not be included in determining the amount of compensation received by the employee from the Federal or State Government.

- C. The basis for establishing normal earnings will be the rate of pay in effect immediately preceding the encampment period, including night turn bonus where applicable.
- D. No reimbursement of wages shall be made for annual encampment duty during furlough days, or on days that would have been furlough days.

## **SECTION 5 - READY RESERVE OR NATIONAL GUARD ALERTS**

Employees required to participate in National Guard or Ready Reserve "alerts" taking place during their regular working hours shall be reimbursed for the difference, if any, between their regular straight time earnings and their military earnings (both calculated as provided in Section 4, above) for such time lost from work during their regularly scheduled working hours, up to a maximum of one hundred sixty (160) hours in any calendar year.

No reimbursement of salary or wages shall be made for such Ready Reserve or National Guard alert duty during furlough days, or on days that would have been furlough days.

## **SECTION 6 - FAMILY LEAVE**

The Company shall implement the provisions of the Family and Medical Leave Act of 1993 (FMLA). All eligible employees are entitled to up to 12 weeks of family and medical leave during any 12-month period for certain personal and health related reasons. The leave may be paid, unpaid, or a combination of paid and unpaid, depending upon the circumstances.

## **ARTICLE 11**

### **HOLIDAYS**

## **SECTION 1 - HOLIDAY SCHEDULE**

- A. Holidays observed by the Company for employees on an 8-hour day schedule will be New Year's Day, **Martin Luther King Day**, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day and a tenth paid holiday.

Bargaining unit employees on a 4-10 hour work week or 12-hour rotating shifts shall follow the agreed upon Holiday Schedule as referenced in Appendix C.

- B. Holidays except for the day before Christmas falling on Sunday will be observed on Monday. If the day before Christmas falls on Saturday or Sunday, the last regular working day before Christmas shall be the designated holiday.
- C. In each calendar year each employee, after completing his/her probation period, shall be entitled to a tenth paid holiday which will be a personal holiday. This personal holiday must be scheduled and approved in advance by the employee's supervisor. A personal holiday can only be scheduled on a regular scheduled work day and is not intended to obtain a sixth or seventh day of work in a work week.

- D. In any calendar year in which one or more of such holidays fall on Saturday, such holiday or holidays will not be an observed holiday in such year within the meaning of this Agreement, but another day or days between Monday and Friday both inclusive will be observed during such year in place of the Saturday holiday or holidays. Management shall be required to designate such alternate day or days before January 1st of such calendar year after discussions with the Union.

In the event such alternate day or days are not designated to the Union prior to January 1st of such calendar year, such holidays that fall on Saturday shall be observed on the Friday immediately preceding the Saturday holiday.

- E. An employee who is required to work on the holiday and does work shall receive a day's pay as holiday pay. In lieu of the holiday pay, the employee may schedule another day off within the same work week that does not conflict with minimum staffing requirements. An employee who schedules a vacation day on a holiday which they are scheduled to work will not be paid for both the holiday and the vacation day.
- F. An employee who is required to work on a holiday will receive two (2) times regular classified rate of pay for all hours worked. In addition, all employees will receive holiday pay at the employee's current rate of pay including night turn bonus in accordance with their regular shift schedule. The Company will endeavor to hold to a minimum the number of employees required to work on a Company observed Holiday. When an employee is required to work on a holiday, work for a number of hours which is equivalent to the employee's normal daily schedule of hours will be made available to the employee.
- G. No employee shall be eligible for holiday pay unless the employee works his/her last scheduled work day preceding the holiday and the next scheduled work day following the holiday unless excused by the Supervisor.

## **ARTICLE 12**

### **VACATIONS AND TIME OFF DAYS**

#### **SECTION 1 - ELIGIBILITY FOR VACATION**

- A. When an employee is removed from the active role for any reason, payment for vacation not taken for the current year will be made if the employee has qualified for vacation.
- B. Effective January 1, 1984 and thereafter, hourly-paid employees on the active roll and who have completed thirty (30) days continuous employment will be granted vacation with pay based on their total Company service and in accordance with the following:
1. One (1) year of accumulated length of service but less than two (2) years - 5 days.
  2. Two (2) years accumulated length of service but less than six (6) years - 10 days.

3. Six (6) years accumulated length of service but less than seven (7) years - 11 days.
  4. Seven (7) years accumulated length of service but less than fifteen (15) years - 15 days.
  5. Fifteen (15) years accumulated length of service but less than twenty (20) years - 20 days.
  6. Twenty (20) years accumulated length of service but less than thirty (30) years - 25 days.
  7. Thirty (30) years or more accumulated length of service - 30 days.
- C. Vacations for which employees are eligible during the first "Service Year" shall, in each instance, be taken subsequent to the completion of that "Service Year." Thereafter, vacations may be arranged with the Company consistent with seasonal or other operations.
- D. Vacation days can only be scheduled on regularly scheduled work days and must be scheduled at least 4 hours prior to the end of the previous work day, unless otherwise approved by the supervisor. Vacation days can be scheduled in full or half-day increments. Vacation days can also be scheduled in 4 hour increments for employees on 12 hour or 8 hour shifts.
- E. In order to allow as many employees as possible to take a vacation during the summer months (June 15 to September 15), employees may take no more than three (3) consecutive week vacations.

## **SECTION 2 - PAY DURING VACATION**

- A. Employees will be paid for vacations at their current rates of pay plus any night-turn bonus being paid the regular work week prior to the vacation. Single days of vacation will be paid at their current rates of pay plus any night-turn bonus being paid the regular work day prior to the vacation. Employees on temporary assignment for the convenience of management during the regular work week prior to their vacations shall receive night shift differential, if appropriate, in their vacation pay in accordance with their shifts of record. All vacations will be based on the number of hours per week for which the employee is regularly assigned, but not to exceed 40 hours per week.
- B. Should any of the observed paid holidays fall within an employee's vacation period, the employee can schedule a vacation day at some other time. An employee will not be paid for both the holiday and the vacation day. Vacations are not accumulative from one year to the next.
- C. Vacation pay allowance shall be paid in advance on the pay day preceding the employee's vacation if requested in writing at least one pay period in advance.

### **SECTION 3 - PREFERENCE AS TO TIME**

- A. Employees must state their preference as to time of vacation by April 30 and, insofar as may be consistent with seasonal or other operations, the Company will endeavor to arrange vacations in accordance with stated preference by Plant seniority. The Company reserves the right to alter the date of any such vacation that may have been fixed; however, if an employee has scheduled a vacation after November 1 and the Company requests the employee to defer taking it until a later date, such employee must be permitted to take this vacation prior to March 1 of the following calendar year, or may request payment in lieu of such time off.

If an employee's scheduled vacation is changed by the Company and as a result the employee has to forfeit unrefundable fees, the employee will be reimbursed for such unrefundable fees if the following conditions occurred.

1. The vacation time was scheduled in advance.
  2. Upon notification by the Company that the vacation period is being changed, the employee must advise the Company in writing that such changes in the vacation schedule will result in certain nonrefundable and/or cancellation fees which will be specified in the request. Only those fees identified at this time will be reimbursed if the Company changes the schedule vacation.
  3. The employee will make every good faith effort to recover and minimize any nonrefundable or cancellation fees.
- B. The Company may schedule vacation shutdowns for vacation purposes. Vacations will run concurrently with the vacation shutdown periods. Employees who become eligible for vacations subsequent to the vacation shutdowns, before the end of the year, will be granted vacation pay, when they become eligible, if they were absent during the vacation shutdown periods, without additional time off. It is recognized that some employees will be requested to work during the vacation shutdown periods. The Company shall be required to designate the time of the vacation shutdown or shutdowns before April 1, of the vacation year. The total of all periods of vacation shutdowns in any vacation year shall not exceed 10 working days (exclusive of Saturdays, Sundays, and observed holidays); provided, however, that the foregoing limitation shall not preclude the scheduling of a single three weeks vacation shutdown, in lieu of any other vacation shutdowns.



- C. Employees entitled to vacation pay during a vacation shutdown, who are on the disability roll on the last working day prior to the vacation shutdown and are receiving Accident and Sickness Benefits under the Westinghouse Insurance Plan shall not be required to take vacation for the period of the scheduled shutdown unless the individual employee makes a request for said vacation period in writing prior to the shutdown. If such a request is made, Accident and Sickness Benefits will be suspended during the vacation shutdown. Under no circumstances, except where mandated by law, will an employee receive both Vacation and Accident and Sickness Benefits for the same period, and if necessary before the end of the calendar year the payment of Accident and Sickness Benefits to the employee will be suspended for the period of vacation remaining to the employee and he will receive vacation pay in lieu thereof. Vacation payments shall be at the rate effective at the time the employee became disabled plus any intervening keysheet changes.

#### **SECTION 4 - TIME OFF DAYS (MEDICAL AND PERSONAL)**

- A. Effective January 1, 1986 and thereafter, an hourly paid employee with one (1) or more years of Company service, who is (1) absent from work because of illness or medical reasons for which weekly disability benefits are not payable under the Insurance Plan, or under Workers' Compensation, (2) absent from work, with approval of local Management, because of personal reasons; or (3) absent from work because of Management's decision to furlough, other than disciplinary suspension, or furlough resulting from disciplinary action to other employees, or slowdowns, or any other form of work stoppage in the plant, may receive pay for each full day of such absence, up to the number of days set forth as follows:
1. After one (1) year of service, employees are eligible for six (6) days in a calendar year.
  2. An employee with five years' service but less than ten years shall be eligible for two additional days in a calendar year.
  3. An employee with ten years' service or more shall be eligible for an additional one day in a calendar year.
- B. An employee is expected to notify local Management as far in advance of the absence as possible (preferably 24 hours), in order that local Management may have an opportunity to arrange for a replacement or to reschedule the work.
- C. All hourly paid employees who are otherwise eligible to receive such pay and who have completed thirty (30) days continuous employment immediately preceding the day or days of absence will be paid for their established shift hours;
1. if the absence is of the type described in A(1) or (2) above; or
  2. if the absence is of the type described in A(3) above and pay has been requested for such day or days.

- D. Hourly paid employees will be paid for such hours in accordance with current shift schedule and regular work hours on the basis of their current rate of pay, and in addition night turn bonus on the date immediately preceding the day or days for which payment under this Section is requested. In the case of an employee who is on a swing rotating or continuous shift, payment will be made for time lost during the employee's established work week.

In all cases, such payment shall be calculated on straight time hours and shall not include any overtime premium payments.

- E. An employee who has any unused benefits under this Section remaining at the end of calendar year 1984, and each calendar year thereafter, may have such unused benefits, up to a maximum of thirty (30) days, carried forward to the following calendar year for use in the event of absences of the type described in A above. Employees who have been laid off and who are returned to the active roll in the same calendar year or the following year are entitled, effective upon reinstatement to the active roll, to all unused benefits earned under this Article up to the date they were placed on the inactive roll. Upon retirement from or death while on the active or disability rolls of the Company, an employee will be paid for all days of benefit accumulated under this Paragraph E. and which are unused as of the employee's last day of work.
- F. Reimbursement under this Section will not be made for any day or days for which the employee receives any other type of monetary benefits from the Company.
- G. Days for which medical and personal days are paid shall be counted as hours worked for all purposes.
- H. Time-off days may be scheduled in one hour increments. Employees who exceed their eligible number of time-off days may be subject to the disciplinary process.

## ARTICLE 13

### **HOURS OF WORK**

#### **SECTION 1 - DEFINITIONS**

- A. "Work Day" - The twenty-four (24) hour period beginning with the employee's assigned starting time of the employee's work shift, and the employee's day of rest starting at the same time on the day or days the employee is not scheduled to work.
- B. "Regular Work Day" - Normally consists of eight (8), ten (10), or twelve (12) work hours in addition to an uninterrupted thirty (30) minute unpaid lunch period.
- C. "Work Week" - A period of seven (7) consecutive days beginning at 11:45 p.m. Sunday for 8 hour schedules; 8:45 p.m. Sunday for 10 hour schedules; and 6:45 p.m. Sunday for 12 hour schedules.
- D. "Regular Work Week" - Shall consist of five (5) regular work days between Monday and Friday for 8 hour shifts except as provided by posted shift schedules. The Company agrees to review alternatives with the Union to determine if there are alternate rotating shift schedules and if they are mutually agreeable between the Company and the Union, they will be implemented. The regular work week for 10 hour and 12 hour shift schedules are as defined in Appendix C.
- E. "Hours Worked" - At the beginning of the shift, employees shall report dressed and ready for work at their job location and, at the completion of the shift, leave their work area upon being properly relieved by the oncoming shift or as authorized by their Supervisor. (Special instructions of the Supervisor shall apply to reporting at certain locations and under specific conditions.)
- F. "Rotating Shift" - A work schedule wherein the employee normally changes his/her hours of work on a prescribed frequency.
- G. A Normal Work Hours@

8 Hour Day Schedules - Normal work hours will be 6:45 a.m. to 3:15 p.m. with one-half hour for lunch.

10 Hour Day Schedules - Normal work hours will be 6:45 a.m. to 5:15 p.m. with one-half hour for lunch.

12 Hour Day Schedules - Normal work hours will be 6:45 a.m. to 7:15 p.m. and 6:45 p.m. to 7:15 a.m.

Negotiated shift schedules are subject to change by mutual agreement between Company and Union.

- H. "Day Shift" - A work schedule that normally begins between the hours of 6:00 a.m. and 10:00 a.m.
- I. Employees in the same department and qualification may change shifts provided both employees' supervisors approve of the switch. Such a change will not result in shift premium pay.
- J. When, in the opinion of the Company, work being performed on a shift will require experienced staff to perform the work in a safe, efficient manner, the Company shall discuss the use of more experienced workers irrespective of seniority. The designation of such operators shall be based on agreed upon parameters, one of which shall be six (6) months prior experience in the type of work in question. Once the pool of workers has been established, the assignments shall be made by seniority within the pool. Assignments such as this shall be for a period of up to three months.
- K. Alternate shift schedules, rules, and policies are addressed in Appendix C.
- L. Shift assignments which put workers on alternate shifts shall be for a defined period of time. If the need arises to cancel the alternate shift prior to the end of the defined period and 30 days notice has not been given, personnel shall have the option to remain on the alternate shift for the original planned duration or one month – whichever is lesser.

## **SECTION 2 - GUARANTEE OF WORK**

Nothing in this Agreement shall be construed as being a guarantee by the Company of hours worked per day or per week.

## **SECTION 3 - BREAKS**

Employees shall be allowed a maximum of a 15-minute break each four hours of their work day, schedule permitting.

## **SECTION 4 - SHIFT CHANGE REQUEST**

Employees by written application may exercise their privilege of selecting a shift within their department and labor grade, providing they have enough plant seniority to displace another employee of the same labor grade and qualification.

Application for a shift change will be accepted by the department supervisor during the first seven (7) days in the months of December and June of each year. New shift schedules will be posted by the department supervisor at the beginning of the third work week in December and June.

Shift changes will occur during the first full week in the months of January and July.

Any exception to the above procedure will be approved by the Chief Steward and the Human Resource Manager.

Switches between rotating shifts can only happen once a year during, the December change only.

## **ARTICLE 14**

### **CALL IN TIME**

#### **SECTION 1 - CALL BACK PAY**

An employee who has left the Plant premises and is called back to work after completing the employee's regular shift or who is called in on a day the employee is not scheduled to work, shall receive a minimum of four (4) hours straight time pay, or be paid at the applicable rate, whichever is greater. If the employee elects not to work all the hours requested, he/she will be paid only for those hours worked at the applicable rate. When an employee is called back to work or called in on an unscheduled day, the employee shall be told if the call is for a specific job, project or time period. Upon completion of the job, project or time period specified by the supervisor, the employee shall have satisfied the requirements of this section to be eligible to receive a minimum of four (4) hours straight time pay.

#### **SECTION 2 - CALL IN PAY**

An employee called in to work within four (4) hours of the start of the employee's scheduled shift shall work to the end of that regular shift and will be compensated on an overtime basis for all time actually worked prior to the scheduled shift starting time, or four (4) hours straight time pay, whichever is greater, provided the employee reports for such work within one (1) hour of the time phoned, unless additional time is agreed to by the Supervisor. **An employee called in prior to his normal starting time shall have the option of working his normal number of hours – 8, 10, or 12, and this will satisfy his shift for the day in question.**

#### **SECTION 3 - PAY IF INJURED**

Employees injured in the course of their employment who are unable to continue work and are sent home will be paid for the balance of the shift. If an employee is absent from work due to a work related injury that is covered under the Worker's Compensation program, the employee has an option to utilize sick and personal or vacation time during the waiting period where worker=s compensation benefits are not payable. Should the employee choose to utilize paid time off benefits, the time utilized will not be reinstatable should the employee become eligible for benefits through worker=s compensation. If an employee chooses not to utilize paid time off benefits and receives no wage payments due to the waiting period requirement under the program, the Company will pay the employee the equivalent of the Worker's Compensation rate for those regularly scheduled days not worked.

If due to the Worker's Compensation payment schedule an employee is paid by Worker's Compensation for days previously paid by the Company, the employee shall reimburse the Company for the payments made by the Company.

#### **SECTION 4 - REPORTING PAY**

- A. An employee who reports for work at the beginning of the employee's regular shift or at such other time as may be designated by the Company, if not furnished four (4) hours of work, shall be given four (4) hours of pay in lieu thereof.
- B. If the Company notifies an employee not to report to work at least two hours prior to the employee's scheduled starting time, Section A shall not apply.

### **ARTICLE 15**

#### **OVERTIME - NIGHT SHIFT DIFFERENTIAL**

#### **SECTION 1 - OVERTIME PAYMENTS**

- A. Time and one-half shall be paid for all hours worked in excess of eight (8) hours in a work day or in excess of forty (40) hours worked within a work week. Double time shall be paid for work performed on the seventh (7th) consecutive day worked in a work week. For overtime purposes eligible employees shall have holiday, sick and personal days, and vacation pay counted as time worked. Employees required to work continuous shifts (i.e., more than eight hours in a regular work day) will continue to be paid the appropriate overtime rate until relieved. Double time will be paid for all hours worked on calendar Sunday outside of the employee's established shift for non-rotating employees regularly assigned to a Monday through Friday schedule, provided the employee has worked forty (40) hours in the work week.
- B. An employee, other than a temporary employee, who is required to work on a holiday will receive two (2) times the regular classified rate of pay for all hours worked in addition to eight (8) hours holiday pay at the regular rate.
- C. Employees other than temporary employees will receive two (2) times their regular classified rate of pay for all hours worked in excess of twelve (12) hours in any one day or eight (8) hours on a holiday at the regular rate.
- D. There shall be no duplication or pyramiding of overtime and other premium pay for the same hours worked and nothing in this Agreement shall be construed to require the payment of overtime or other premium pay more than once for the same hours worked.
- E. Each time an employee's shift is changed within any one work week, the employee will receive time and one-half for the first shift worked of each shift change. It is understood that this section does not apply to scheduled rotating shift changes nor shift changes that keep an employee on the same shift throughout the week.

## SECTION 2 - OVERTIME SCHEDULING

- A. Overtime List Management -- The Company will have the responsibility for maintaining the overtime list. The Company will make an effort to assign overtime to qualified employees who are low on their respective overtime list. However, the Company maintains the right to assign overtime to any employee who is qualified.
- B. Quarterly the Company and the Union will meet to evaluate any out of spread conditions greater than 60 hours, i.e., range from highest to lowest, among employees within each of the various classifications. The remedy for out of spread conditions is to work the employee back into spread within the next 3 months. No payment will be made for out of spread situations.
- C. The overtime equalization lists will be updated and posted approximately twice a month. Posting locations shall be established by joint agreement between Company and Union leadership.
- D. An employee who refuses overtime work, or if the employee is physically unfit to perform normal work duties, or who is absent when it is the employee's turn, or is unavailable when called in, will be considered as having worked and charged accordingly. If an employee is not given at least four (4) hours notice of overtime, the employee will not be charged for the overtime if the employee does not work. An employee who is absent will be considered for overtime in the same manner as if the employee were present, provided the employee contacts employee's supervisor before the beginning of the second hour of the employee's regularly scheduled shift. Future overtime does not include the day the employee is absent. An employee who agrees to work and does not report for work or reports to work and only works a portion of the time required will be charged double his scheduled overtime hours because he was responsible for another employee losing overtime work.
- E. If emergency overtime work should arise, including relief coverage for shifts, which was not contemplated in time to assign such work to the proper employee, the work may be performed by any available qualified bargaining unit employee in the plant, with no obligation of the Company to the employee who would have normally performed the work. The Company will make every effort to try to get an appropriate person to work.
- F. Probationary employees shall not share in overtime until all other eligible employees in their overtime group have had the opportunity to work the overtime involved.
- G. Probationary employees and transferees, when added to an overtime list, will be charged with the same number of hours as the highest employee in the group involved.
- H. Acting supervisory assignments may be made irrespective of overtime standings.
- I. Any overtime hours that an employee worked while temporarily assigned to another department will be charged to the employee in the employee's regularly assigned department upon return to that department, but will not exceed the highest accumulated overtime hours in the regularly assigned department. Employees temporarily assigned to another department shall remain eligible for overtime within their regularly assigned

department, provided all regularly assigned operators within that shift and classification have been given the opportunity to work. Overtime in the area temporarily assigned will be given first priority when overtime is offered. Refusal of overtime in the temporarily assigned area will preclude any other overtime offer for that time period.

- J. Alternate shift rules and policies are referenced in Appendix C.
- K. If overtime work should arise which the qualified employees within the occupational group and shift refuse to perform, the overtime will be made available to any qualified bargaining unit employee. When qualified bargaining unit employees are unavailable due to refusal of overtime, Article 8 Section 1 will be utilized.
- L. When circumstances arise which may compromise the Company's ability to comply with the overtime provisions of this agreement, the Company and Union shall meet to discuss a resolution.
- M. With the intent to manage overtime within the recognized out of spread conditions, the Company is committed to review opportunities to train employees on new systems or any changes to existing systems affecting that job classification in order to conduct the work.

### **SECTION 3 - NIGHT SHIFT DIFFERENTIAL**

- A. Night shift differential shall be paid as follows:

Employees on continuous rotating shifts shall receive a shift differential of one dollar and **twenty-five cents (\$1.25)** per hour.

Employees starting to work on a shift beginning between 2:00 p.m. and 6:00 p.m. shall be considered to be on the second (2) shift and shall receive a shift differential of **one dollar and five cents (\$1.05)** per hour.

Employees starting to work on a shift beginning between 9:00 p.m. and 1:00 a.m. shall be considered to be working on the third (3) shift and shall receive a shift differential of **one dollar and ten cents (\$1.10)** per hour.

- B. Continuous rotating shift differential shall be paid to those employees regularly assigned for more than a three week period to rotating shift schedule. Continuous rotating shift differential will be paid on all shifts worked by the employee. Employees temporarily assigned to rotating shifts for three weeks or less will be paid the appropriate night shift differential if assigned to Shift No. 2 or No. 3. Continuous rotating shift differential shall only be paid to those employees rotating through a two or three shift schedule that provides twenty-four (24) hour-a-day, seven (7) day-a-week coverage.
- C. Employees who work an alternate shift will be paid the shift differential for only those hours worked outside of the normal day shift work schedule as defined in Article 13, Section 1G.



#### **SECTION 4 - WORK BEYOND REGULAR SHIFT**

- A. Night shift differential payments will not apply to day employees or employees working day shifts who work beyond their regular quitting time. (Day shift shall be considered as a shift that begins and ends between 6:00 a.m. and 6:00 p.m.)
- B. When working overtime beyond Shift No. 2, Shift No. 2 differential will continue to apply on such hours extending into Shift No. 3.
- C. When working overtime beyond Shift No. 3, Shift No. 3 differential will continue to apply on such hours extending into the day shift.

#### **SECTION 5 - COMPUTATION OF OVERTIME PAYMENTS**

An employee entitled to night shift differential when working at an overtime rate shall have this overtime rate calculated on the total of the employee's base rate and any applicable night shift differential that may be due on account of work performed during night shift differential hours.

#### **SECTION 6 - MEAL STIPEND**

Employees working overtime for two (2) hours or more and every four (4) hours thereafter beyond their regularly scheduled quitting time, shall be entitled to receive five dollars (\$5.00) as a meal stipend.

### **ARTICLE 16**

#### **BENEFITS**

#### **SECTION 1 - PENSIONS AND INSURANCES**

The benefits identified in the Pension and Insurance Supplement to this Agreement shall apply for the duration of this Agreement.

#### **SECTION 2 - BEREAVEMENT PAY**

- A. An employee with thirty (30) days continuous service who is excused from work because of the death in employee=s immediate family shall be paid the employee's regular rate of pay for the normal scheduled working days excused, up to a maximum of **three (3) work days**. Such paid leave will be limited to **three (3) consecutive regular work days** within a period of five (5) **consecutive calendar** days starting on the day immediately following the day of death. In the event an employee meeting the requirements listed above is absent from work because of the death of a **mother, father, step-mother, step-father, spouse, foster child residing in the home, or of the employee=s child, spouse, or stepchild**, he or she will be compensated for an additional **two (2) consecutive work days**

for time lost by reason of each such absence within a period of seven (7) **consecutive calendar** days starting on the day immediately following the day of death. The employee will be excused when the employee notifies his/her Supervisor that a death has occurred in the employee's immediate family and that the employee wishes to be excused.

- B. Employees may take the allotment of bereavement time outside of the 5- or 7- **consecutive calendar** day period should extenuating circumstances warrant upon request and approval by management.
- C. Immediate family for the purpose of this Section is defined as mother, father, step-mother, step-father, spouse, son, daughter, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent-in-law, step-brother, step-sister, grandparent, grandchild and step-child, and foster child residing in the employee's home. The in-law relationship will terminate for purposes of this Section 6 upon divorce or annulment (i.e., legal dissolution) of the connecting marriage which creates the in-law relationship to the employee; and the in-law relationship will terminate upon death and remarriage--that is, in the event of the death of the party with the connecting in-law relationship to the employee, the in-law relationship will not terminate until the remarriage of the surviving spouse.
- D. Hours paid for by the Company during such leave shall be included in the computation of overtime pay.
- E. Alternate shift rules and policies are referenced in Appendix C.
- F. Alternative work schedules can be arranged with the supervisor for the bereavement period. No shift change premium will be paid as a result of the alternate shift schedule.

### **SECTION 3 - WEEKLY DISABILITY**

- A. An employee who is absent from work due to a non-work related disability is required to utilize any available sick and personal time during their first week of absence for which weekly disability benefits are not payable under the Insurance Plan. An employee may choose to utilize up to a maximum of five days of the employee's vacation entitlement in lieu of receiving disability payments. The employee may also elect to utilize these five days of vacation to cover the waiting period requirements of the disability plan. An employee may only utilize the above vacation days as described if the employee has no sick and personal days remaining.
- B. The Company will pay the waiting period, if required, for the first five work days at the Accident and Sickness rate benefit in effect for that employee, if that employee is off on disability for four (4) weeks or more and no more than once in any calendar year.

#### **SECTION 4 - TUITION REFUND PLAN**

A tuition refund plan shall be made available to all bargaining unit employees according to the policies and procedures now in effect for salaried personnel.

#### **SECTION 5 - COMPENSATION HEARINGS**

An employee, called to appear in connection with the employee's Workers' Compensation Board Case at WVES shall be paid for time lost from the employee's work at the employee's regular rate.

#### **SECTION 6 - JURY DUTY/COURT ATTENDANCE**

- A. Whenever a full-time, regular employee is scheduled to serve on jury duty or respond in court in answers to a subpoena, the employee may be assigned, if requested, to the straight day shift during the period of time the employee is actually required to appear or be on call. If said employee actually loses work because of such court appearances, the Company will reimburse the employee for the applicable straight time rate, less the jury duty/subpoena fee received with respect to such loss.
- B. Employees will be reimbursed in the manner set forth in Paragraph A. above when time is lost because of attendance at a proceeding of a court or government agency at the request of the Company or in response to a subpoena served on the employee. However, when subpoenaed by other than the Company, the employee will not be reimbursed if the employee, the Company, or the I.A.M. and/or the Local Union is a party in the case, or the employee has any direct interest or financial interest in the case.

Employees dismissed from jury duty or court attendance at twelve noon or before shall be required to report to work within one hour of said dismissal to work the balance of the employee's normal work day.

- C. Compensation for jury duty/court attendance as set forth in this Section shall be given only for straight-time hours lost. Time lost will be counted in computing overtime.

### **ARTICLE 17**

#### **HOURLY RATE SCHEDULES AND JOB CLASSIFICATIONS**

##### **SECTION 1 - HOURLY RATE SCHEDULE**

The Hourly Rate Schedule as attached in Appendix B shall be in effect for the duration of this Agreement.

##### **SECTION 2 - JOB CLASSIFICATIONS**

The Company will notify the local Union, in writing, of new or changed job descriptions and their slottings by furnishing the copies at least ten (10) days prior to making them effective.

Such effective date may be extended by mutual agreement in writing. If the Union does not agree with the "slotting" of the new or changed classification, it may process a grievance when the proposed classification becomes effective provided, however, that if no such grievance is filed within thirty (30) days after the date on which the new or changed job classification became effective, such classification shall be considered satisfactory.

## **ARTICLE 18**

### **STRIKES AND LOCKOUTS**

#### **SECTION 1 - NO STRIKES**

- A. For the duration of this Agreement, the Union, its Officers, representatives, and members shall not directly or indirectly authorize, cause, instigate, encourage, aid, ratify, or condone, nor shall any employee engage in any strike, slow-down or stoppage of work, boycott, picketing or other interruption of work at the Company's operations. A "strike" for purposes of this no-strike clause also includes any failure or refusal on the part of one or more employees to cross a picket line which has been established by any other Union or any person or persons.
- B. Any employee participating in a violation of this Section may be subject to disciplinary action. The Union may involve the grievance procedure on the question of whether the disciplined employee did or did not participate in the violation of this Section.

#### **SECTION 2 - NO LOCKOUTS**

For the duration of this Agreement, the Company shall not lock out its employees.

## **ARTICLE 19**

### **GENERAL**

#### **SECTION 1 - SAFE WORKING CONDITIONS**

In the interest of safe working conditions, the Company shall continue to maintain and direct a safety program at the Plant, and establish policies, rules and practices to enforce this program. The Company shall review new safety policies with the Union.

#### **SECTION 2 - HEALTH AND SAFETY**

- A. Because the employees' safety is of prime consideration by both parties to this Agreement, there shall be a Safety Committee with hourly member participation. These participants shall normally meet monthly and discuss unsafe and unsanitary working conditions, and report their findings and recommendations to the Safety Department for consideration and appropriate action, whenever its judgment is deemed necessary. The

Company will ask for at least one volunteer from each Unit designated in ARTICLE 6, Section 1B to be on the Committee.

- B. In recognition that Health, Safety and Training are interrelated and of paramount importance to both the Company and the Union, there shall be a joint "Health, Safety and Training Committee." This committee shall meet at least once per month. The union shall be represented by the Executive Board and Stewards.

The issues to be addressed to include, but not limited to, the review or establishment of new or changing safety policies, any safety issues, development of new training programs or changes to existing programs, solutions to training concerns and review of the overall effectiveness of training. Careful consideration shall be given to all recommendations made by the committee.

### **SECTION 3 - PROTECTIVE SECURITY**

The Union and employees shall comply with all protective security regulations required in the operation of the Plant.

### **SECTION 4 - MEDICAL**

All bargaining unit personnel will receive at the Company's expense, by a physician employed for that purpose by the Company, a minimum of one (1) physical examination per year. Other medical procedures may be continued, modified, or discontinued by the Company based on professional medical and Health and Safety recommendations.

### **SECTION 5 - COMPANY EQUIPMENT**

It is understood and agreed that tools are a mechanism by which Operations and Maintenance alike can accomplish their defined tasks. The Company shall provide tools, work clothes, safety glasses and protective clothing to the employee. Eye examinations and prescriptions are at the employee's expense. All items thus provided remain the Company's property and will not be taken off the Company's premises except in performance of the Company's work. All items will be furnished on a return-to-replace basis. Any such items lost by the employee will be paid for by the employee at cost.

### **SECTION 6 - LUNCH/BREAKROOM, LOCKER/SHOWER ROOM**

Appropriate and acceptable lunch room with tables and chairs, and also appropriate and acceptable shower facilities and lockers shall be provided by the Company for the employees, and the Union shall encourage the employees to act in a responsible and orderly manner when utilizing these facilities. These facilities' first use is for employee breaks and meal times; however, when not in use for these purposes, employees may use these areas for meetings.

## **SECTION 7 - DECONTAMINATION ROOM**

The Employer will provide a separate room to be used for decontamination with soap and brushes. At least two (2) sinks, one (1) for shoes and other apparel and one (1) for the body, shall be furnished. The Company will make a reasonable effort to keep the room clean and orderly. The Union will encourage the employees to act in a responsible and orderly manner when utilizing this facility.

## **SECTION 8 - DISCLOSURE INFORMATION**

Employees will comply with the disclosure information required by Company policy to protect proprietary information or potential conflict of interests (e.g., Intellectual Property Agreements, Conflict of Interest Questionnaires, DOD Questionnaires, etc.).

## **SECTION 9 - LABOR-MANAGEMENT REVIEW COMMITTEE**

The Company and the Union agree to establish a Joint Labor Management Committee which shall meet as required and as mutually agreed. The function of the committee will be to review any practices or work assignment that might lead to misunderstandings, disputes or applications of this agreement that seriously impact the continuity of the project.

## **SECTION 10 – PAY CHECK DISTRIBUTION**

The Company will mail all pay stubs for those with authorized direct deposit through US Mail to Bargaining Unit employees every Wednesday. All paychecks will be available at the Guardhouse from Thursday afternoon through 8:00 a.m. Monday morning for pick-up by Bargaining Unit personnel. All pay checks not picked up by the designated time will be mailed.

## **ARTICLE 20**

### **SUCCESSOR ASSIGNEES**

The provisions of this Agreement shall be binding upon the Company and its successors, assigns or future purchasers, and all of the terms and obligations herein contained shall not be affected or changed in any respect by the consolidation, merger, sale, transfer or assignment of the Company of any, or all of its property, nor shall they be affected or changed in any respect by any change in the legal status, ownership or management of the Company.

In no event shall WVES be liable for damages for any failure by any successor entity to observe the terms of this Article.

## ARTICLE 21

### **DURATION**

This Agreement shall become effective **August 1, 2008** and will continue in full force and effect through **July 31, 2011** inclusive, and thereafter it shall be automatically renewed beyond **July 31, 2011** for successive periods of twelve (12) months unless at least sixty (60) days prior to **July 31, 2011** or sixty (60) days prior to the end of any subsequent period, either party shall serve written notice upon the other that it desires cancellation, revision, or modification of any provision or provisions of this Agreement. In addition, should the Union notify the Company thirty (30) days prior to **April 30, 2011** of its interest in early renegotiations, the Company agrees it will begin good faith bargaining at that time. The parties anticipate that the DOE will award a new prime contract at the West Valley plant during the term of this Agreement. Hence, it is agreed that either party may reopen this Agreement by providing written notice thereof to the other party within 180 days after the DOE's award of such new prime contract.

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS,  
DISTRICT 65, ON BEHALF OF LOCAL LODGE 2401:**

By: \_\_\_\_\_  
Peter B. Cooney, I.A.M.A.W. Business Representative

By: \_\_\_\_\_  
Michael J. Atkins, Lodge 2401 Chief Steward

By: \_\_\_\_\_  
Frank W. Heinen, Lodge 2401 President

By: \_\_\_\_\_  
John J. Beltz, Negotiating Committee

By: \_\_\_\_\_  
W. Rob Dallas, Negotiating Committee

By: \_\_\_\_\_  
Charles M. Herod, Negotiating Committee

By: \_\_\_\_\_  
Jeff H. Singer, Negotiating Committee

By: \_\_\_\_\_  
David P. Miller, Negotiating Committee

**WEST VALLEY ENVIRONMENTAL SERVICES LLC:**

By: \_\_\_\_\_  
Toni M. Sawyer, Manager, Human Resources

By: \_\_\_\_\_  
Gary L. Becker, Manager, Industrial Safety

By: \_\_\_\_\_  
Joe W. Ebert, Manager, Head End Cells & Liquid Waste Cell Building Demolition Prep

By: \_\_\_\_\_  
Tony A. Harris, Manager, Business Services

By: \_\_\_\_\_  
Paul D. Hunt, Manager, Waste Management Projects

By: \_\_\_\_\_  
Karl E. Sanders, Manager, Waste Processing



## APPENDIX A

### OCCUPATIONAL GROUPS

#### Classification

#### Labor Grade

#### GROUP 1A- D&D/WASTE OPERATIONS CRAFT

Senior D&D/WO Craft.....9

Includes the following former classifications:

Sr. Mechanic Specialist

D&D/WO Craft.....8

Includes the following former classifications:

Mechanic Specialist

Mechanic/Welder

Sr. Mechanic "A"

Mechanic "A"

Mechanic "B"

Mechanic Trainee

Lubrication Mechanic

#### GROUP 1B- JANITORS

Janitor .....1

#### GROUP 1C – ELECTRONIC/ELECTRICAL

Sr. Electronic/Electrical Specialist .....9

Electronic/Electrical Specialist .....8

Includes the following former classifications:

Electronic/Electrical Specialist

Electronic/Electrical Technician "A"

Electronic/Electrical Technician "B"

Electronic/Electrical Technician Trainee

Instrument Specialist

Instrument Technician "A"

Instrument Technician "B"

Instrument Technician Trainee

#### GROUP 1D – INSTRUMENTATION

Sr. Instrument Specialist.....9

Instrument Specialist.....8

Includes the following former classifications:

Instrument Specialist

Instrument Technician "A"

Instrument Technician "B"

Instrument Technician Trainee

**Group 2 – PLANT SYSTEMS OPERATIONS**

**Plant Systems Sr. Operations Specialist .....9**

**Plant Systems Operations Specialist .....8**

Includes the following former classifications:

Operations Specialist

Sr. Operator "A"

Operator "A"

Operator "B"

Operator "C"

**Group 3 – DECONTAMINATION & DECOMMISSIONING/WASTE OPERATIONS**

**D&D/Waste Operations Senior Specialist .....9**

**D&D/Waste Operations Specialist .....8**

Includes the following former classifications:

D&D/WO Specialist

D&D/WO Senior Operator "A"

D&D/WO Operator "A"

D&D/WO Operator "B"

D&D/WO Operator "C"

**D&D/WO Technicians.....5**

Includes the following former classifications:

Tool Room Mechanic

Site Maintenance Worker

D&D/WO Utility Worker

**APPENDIX B**  
**HOURLY RATE SCHEDULE**

**EFFECTIVE 08/04/2008**  
**Wage Increase of 4.50%**

Labor				
Grade	Step 1	Step 2	Step 3	Step 4
9	\$28.13	\$29.06	\$30.01	\$31.80
8	\$26.81	\$27.77	\$28.71	\$30.37
5	\$21.89	\$22.68	\$23.45	\$24.26
1	\$13.05	\$13.67	\$14.29	\$14.88

Temporary employees - Minimum 6.50.  
Step increases are in six (6) month intervals.

**EFFECTIVE 08-03-2009**  
**Wage Increase of 3.50%**

Labor				
Grade	Step 1	Step 2	Step 3	Step 4
9	\$29.12	\$30.08	\$31.06	\$32.91
8	\$27.75	\$28.74	\$29.71	\$31.43
5	\$22.66	\$23.47	\$24.27	\$25.11
1	\$13.51	\$14.15	\$14.79	\$15.40

Temporary Employees - Minimum 6.50.  
Step increases are in six (6) month intervals.

**EFFECTIVE 08-02-2010**  
**Wage Increase of 2.5%**

Labor				
Grade	Step 1	Step 2	Step 3	Step 4
9	\$29.84	\$30.83	\$31.84	\$33.74
8	\$28.45	\$29.46	\$30.45	\$32.22
5	\$23.23	\$24.06	\$24.88	\$25.74
1	\$13.85	\$14.50	\$15.15	\$15.79

Temporary Employees - Minimum 6.50.  
Step increases are in six (6) month intervals.

### **RESPIRATOR INCENTIVE PAY**

**A respirator incentive pay, based on actual time worked, will be paid to an employee when the nature of the job requires the use of a respirator (i.e., PAPR, supplied air, canister mask, SCBA, etc.) calculated daily as follows:**

**\$4.00 per hour for the 1<sup>st</sup> hour**

**\$8.00 per hour for the 2<sup>nd</sup> hour**

**\$12.00 per hour for the 3<sup>rd</sup> hour**

**\$16.00 per hour for the 4<sup>th</sup> hour and beyond**

### **ACTING SUPERVISOR PAY**

**Labor Grade 9 employees assigned as Acting Supervisor by management shall be paid an additional \$4.00 per hour for the actual time performing this role.**

## APPENDIX C

### 4-10 HOUR DAY SCHEDULE

1. The regular work week for employees on 10 hour shift schedules will be divided into two schedules. One group will be scheduled from Monday through Thursday, and the other group will be scheduled from Tuesday through Friday.
2. Normal work hours will be 6:45 a.m. - 5:15 p.m. with one-half hour for lunch.
3. Vacation and time-off days will be based on hours and must be scheduled in accordance with Article 12, Section 1, Paragraph 1D or Article 12, Section 4, Paragraph H.
4. Holidays: The holiday schedule for the 10-hour shifts will be established and announced by November 15 of each year and will consist of eight 10-hour holidays and one 8-hour holiday. Also, the 10-hour employee may choose which of the designated holidays they wish to designate as their 8-hour holiday during the year.
5. Overtime:
  - a) First 10 hours of shift is paid at straight time.
  - b) Any overtime continuous with 10-hour shift would be paid at time and one-half up to 12 hours in any one day and then at double time. Employees will not normally be scheduled or requested to work more than four (4) hours overtime in any one day.
  - c) Any overtime on off days on Monday, Friday or Saturday will be paid at time and one-half assuming the employee has worked his/her 40-hour schedule.
  - d) Overtime on Sundays will be paid at double time.
  - e) Holiday pay will be paid at straight time and, if worked, paid an additional two (2) times regular classified rate of pay for each hour worked.
6. Meal stipends will be payable only after working two hours beyond the regular scheduled quitting time.
7. The appropriate shift differentials as defined in Article 15 Section 3A will be paid for any agreed upon second or third 10-hour shifts.
8. If employees sign up for snow removal, they normally will be called in no earlier than two hours prior to the beginning of their shift. They may be called in on their off days.
9. Shift Change: We do not expect to pay any kind of shift change to get onto this schedule or at those times we schedule employees in advance by the end of the shift

Thursday of the previous week shift schedule for a different shift schedule the following weeks. There could be instances where employees will need to be put on an 8-hour, 5-day schedule for a week due to training or similar type programs.

10. Jury Duty: If an employee is scheduled for Jury Duty during his/her assigned shift, the employee will receive jury duty pay in accordance with Article 16, Section 6.
11. Staffing Requirements: The Company reserves the right to choose the personnel assigned to the 4-10 schedule; however, it shall give preference to volunteers and by seniority where qualifications are equal.
12. When, in the opinion of the Company, work being performed on a shift will require experienced staff to perform the work in a safe, efficient manner, the Company shall discuss the use of more experienced workers irrespective of seniority. The designation of such operators shall be based on agreed upon parameters, one of which shall be six (6) months prior experience in the type of work in question. Once the pool of workers has been established, the assignments shall be made by seniority within the pool. Assignments such as this shall be for a period of up to three months.

#### 12-Hour Shift Schedule

1. The regular work week for employees on 12 hour shifts will be Monday through Sunday (based on the 12-hour schedule presented). (Monday is defined as 6:45 p.m. Sunday night ending 7:15 a.m. Monday.)
2. Normal work hours will be 6:45 a.m. to 7:15 p.m. and 6:45 p.m. to 7:15 a.m.
3. Vacation and time off days will be based on hours and must be scheduled in accordance with Article 12, Section 1, Paragraph D or Article 12, Section 4, Paragraph H.
4. Employees on 12-hour shifts will have the flexibility of taking and being paid for either 40 or 48 hours of vacation pay when scheduling one of their 48-hour week's off, as vacation.
5. Holidays: The holiday schedule for the 12-hour rotating shifts will be established and announced by **November 15** of each year and will consist of six 12-hour holidays and two 8-hour holidays. **At the time the holiday schedule is established, the Union may recommend selection of either Good Friday or Easter Sunday as a holiday for that calendar year. Also, the 12-hour employee may choose which of the designated holidays they wish to designate as their 8-hour holidays during the year.**
6. Overtime:
  - a) First 12 hours of shift is paid at straight time.

- b) Employees other than temporary employees will receive two (2) times their regular classified rate of pay for all hours worked in excess of twelve (12) hours in any one day. Employees will not normally be scheduled or requested to work more than four hours.
  - c) Any overtime on off days paid at one and one-half times assuming the employee has worked his/her normal 36 or 48 hour schedule. Hours worked on Sunday which are normally scheduled off will be paid at double time. Double time shall be paid for work performed on the last day normally scheduled off if seven days are worked in a work week.
  - d) Holiday pay paid at straight time and, if worked, paid an additional two (2) times regular classified rate of pay assuming holidays are 12 hours.
- 7. Meal **stipends** would be payable only after working two hours beyond their regularly scheduled quitting time.
  - 8. If employees sign up for snow removal, they will only be called on their day off.
  - 9. Shift Change: We do not expect to pay any kind of shift change to get onto this schedule or at those times we schedule employees in advance by the end of the shift Thursday of the previous week shift schedule for a different shift schedule the following weeks. There could be instances where employees will need to be put on an 8-hour, 5-day schedule for a week due to training or similar type programs.
  - 10. Jury Duty: If an employee is scheduled for Jury Duty during his/her assigned shift, the employee will receive jury duty pay in accordance with Article 16, Section 6.
  - 11. Staffing Requirements: The Company reserves the right to choose the personnel assigned to 12-hour shifts; however, it shall give preference to volunteers and by seniority where qualifications are equal.
  - 12. When, in the opinion of the Company, work being performed on a shift will require experienced staff to perform the work in a safe, efficient manner, the Company shall discuss the use of more experienced workers irrespective of seniority. The designation of such operators shall be based on agreed upon parameters, one of which shall be six (6) months prior experience in the type of work in question. Once the pool of workers has been established, the assignments shall be made by seniority within the pool. Assignments such as this shall be for a period of up to three months.

## **APPENDIX D**

### **LETTER OF UNDERSTANDING MINIMUM STAFFING LEVELS**

August 1, 2008

During the course of this Agreement, Management and the Union will commit to periodically review the hourly staffing needs at West Valley Environmental Services LLC (WVES). Specifically, the parties to this Agreement will review the status of ongoing and emergent projects and other work at WVES and their effects on required staffing, at least every six months, the results of which will be documented.

These meetings will serve as a necessary part of planning any adjustments to the hourly workforce.

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/s/ Toni M. Sawyer  
Manager, Human Resources



## **APPENDIX E**

### **LETTER OF UNDERSTANDING UNION REVIEW OF HEALTH CARE OPTION**

August 1, 2008

It is agreed that during the course of the CBA the Union will pursue the use of a different health care provider than the Company provided one on their own time. If the Union chooses to opt out of the Company plan, the Union must notify the Company before March 31 of the year previous to the desired change taking place. The Company will provide the annual budget rates to the Union as soon as they are established.

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/s/ Toni M. Sawyer  
Manager, Human Resources

## APPENDIX F

### LETTER OF UNDERSTANDING COMMITTED ACTIONS

August 1, 2008

During the course of the Agreement, Management and the Union will commit to the following joint actions:

1. Management and the Union commit to ensure the workforce is adequately represented at all PPE meetings by either the primary representative or their alternate. Management and the Union also recognize the importance of the workforce's participation in the work review process as it pertains to preplanning and the Work Review Group. Management and the Union will ensure the workforce's PPE concerns are considered at the earliest stages of the work review process.
2. Management and the Union understand the need for adequate modesty clothing, winter gear, foul weather gear and arc flash clothing. By agreement, Management will replace these items as needed. In addition, the boot allowance will be modified in the Company policy as discussed.
3. When issues arise a joint effort to identify solutions will be established. Progress on the resolution of issues will be addressed at the monthly Health, Safety, and Training Committee meeting.
4. The Company will evaluate and develop a performance incentive plan for all employees and submit it to DOE in accordance with DOE Order 350.1. If approved, the incentive plan will be implemented in calendar year 2009 and payable as planned performance objectives are met.
5. The Pension and Insurance Agreement Supplement will be updated and will recognize the following.
  - a. The Westinghouse Government Services Group Welfare Benefits Plan is now the Washington Government Environmental Services Welfare Benefits Plan as currently in effect.
  - b. Washington Holdings, Inc. is recognized as the plan sponsor and has the right to amend the plan without WVES approval
  - c. WVES is a party to the agreement

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/s/ Toni M. Sawyer  
Manager, Human Resources